

# Donna Rockhill position

City of New Haven  
And  
Local 3144, Council 4,  
AFSCME, AFL-CIO

RE: MPP-32,301 and MPP-32,547  
Violations of Settlement Agreement:  
Police Grant Writer  
July 19, 2017

## SETTLEMENT AGREEMENT

WHEREAS, the use of a contract employee at the Police Department for grant writing and grant management activities was the subject of an initial MOU (6/17/14) which resolved MPP-30,954; and

WHEREAS, the City violated terms of that MOU, which led to a second MOU (9/3/15); and

WHEREAS, the Union filed the above referenced MPP complaints alleging violations of a settlement agreement, insofar that the Police Department (1) permitted the contract employee to work past the March 1, 2016 deadline without obtaining the Union's consent, and (2) failed to negotiate a new job description for the position as agreed upon in the MOU, which resulted in an existing job description to be used for posting, testing, and filling the vacancy.

In full settlement of the above captioned matters, The City of New Haven and Local 3144, Council 4, AFSCME, AFL-CIO hereby agree to settle and resolve, in their entirety, the above-captioned MPP complaints as follows:

1. The City agrees to pay the Union eighteen hundred dollars (\$1,800.00) which represents the previously agreed monthly union dues for the time period from March 2016 through the employee becoming a dues-paying bargaining unit member. The City further agrees to pay the Union thirty-five hundred dollars (\$3,500.00) which represents costs and attorney's fees in resolving these matters along with the penalty for violating the MOU. Said payments will be made within thirty (30) calendar days of the execution of this Settlement Agreement.
2. The Department/City shall not object to a return of NIBRS audit duties to the bargaining unit and the consequent reclassification of the current **Records Supervisor into the bargaining unit**. The parties acknowledge that such changes are predicated upon Local 884 agreeing to relinquish said work and said member. **A meeting to discuss these changes between Labor Relations, the Police Chief/designee(s), and the affected Union Presidents shall take place by September 15, 2017.** In the event that Local 884 is unwilling to give back this work to Local 3144, **at such time that Donna Rockhill vacates her position, a new civilian supervisory position assigned to Records will be placed in the supervisor's Union.** In the interim, the Police Chief/designee agrees to meet with the Local 3144 President/designee on an annual basis to discuss issues surrounding records room supervision/reorganization.
3. In the future, the Department must obtain permission from the Union in advance whenever it seeks to utilize anyone outside the bargaining unit to perform the duties of a bargaining unit member which are beyond a *de minimis* nature. This item does not alter the MOU between the parties which governs the utilization of the bargaining unit members of Local 884 and the notice requirements in said MOU.

4. In consideration of the foregoing, the Union hereby withdraws the above captioned complaints.

In witness whereof, the parties have caused their names to be signed on this \_\_\_\_ day of August 2017.

City of New Haven

Local 3144, Council 4, AFSCME, AFL-CIO

By:           /S            
Scott B. Nabel  
Public Safety Human Resources  
Manager

By:           /S            
Cherlyn Poindexter  
President